

Southern Pacific Transportation Company

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(415) 541-1000

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WRITER'S DIRECT DIAL NUMBER

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10272-0
RECORDATION NO. FILED 1025

OCT 24 1990 -3 05 PM

October 24, 1990

INTERSTATE COMMERCE COMMISSION

0-298A023

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CECELIA C. FUSICH
ATTORNEYS

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

10272-P
RECORDATION NO. FILED 1025

OCT 24 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

OCT 24 3 24 PM '90
NOTICE OF RECEIPT UNIT

RE: Conditional Sale Agreement dated as of
April 1, 1979, between each of Southern
Pacific Transportation Company, Metropolitan
Life Insurance Company, Bethelhem Steel
Corporation and Portec, Inc.

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of the Ninth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of October 1, 1990, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Conditional Sale Agreement and Assignment and Assignment dated as of April 1, 1979, together with this Company's check in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of April 1, 1979, between each of Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethelhem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, and Portec, Inc., recorded on April 10, 1979, at 2:20 p.m. and assigned Recordation No. 10272;

Ms. Noreta R. McGee
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Amendment Agreement dated as of October 1, 1979, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethlehem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, Portec, Inc., and ACF Industries, Inc., recorded on November 21, 1979, at 2:30 p.m., and assigned Recordation No. 10272-A.

First Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Bethlehem Steel Corporation, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-B;

Second Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-C;

Third Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-D;

Fourth Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-E;

Fifth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-F;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-G;

Sixth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Bethlehem Steel Corporation and Portec, Inc., recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-H;

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Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-I;

Seventh Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-J;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-K;

Eighth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-L;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-M; and

Letter of Correction dated October 13, 1986 to Assignment and Transfer dated as of July 31, 1986, recorded on October 15, 1986, at 11:10 a.m., assigned Recordation No. 10272-N.

In connection with the recording of the enclosed Ninth Supplemental Agreement and Assignment and Transfer, each dated as of October 1, 1990, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Ninth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
Ninth Supplemental Agreement

Number
of Units

Description

10

70-ton box cars; Pullman Standard Car Manufacturing Company, builder; lettered SP and numbered 247920 through 247929.

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General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
5	70-ton flat cars with superstructures; Bethlehem Steel Corporation and Portec, Inc., builder; lettered SP and numbered 516604, 517414, 518033, 518122, and 518187.

When the recording of the Ninth Supplemental Agreement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,



Louis P. Warchot

Enclosures

cc: Mr. E. F. Grady
(Attn.: Mr. C. D. Tyler)

RECORDATION NO.

FILED 1423

OCT 24 1990 -3 25 PM

=====INTERSTATE COMMERCE COMMISSION=====

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF APRIL 1, 1979

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of October 1, 1990

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of October, 1990, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of April 1, 1979, by and between each of Bethlehem Steel Corporation and Portec, Inc., each corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars with superstructures, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain flat cars with superstructures comprising said Equipment (hereinafter called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Ninth Supplemental Agreement dated as of October 1, 1990 ("Ninth Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
5	70-ton flat cars with superstructures; Bethlehem Steel Corporation and Portec, Inc., builder; lettered SP and numbered 516604, 517414, 518033, 518122, and 518187

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Ninth Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged,

the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint Paul A. Chedda to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 20th day of October, 1990.

METROPOLITAN LIFE INSURANCE COMPANY

By Paul Cheddo
Attorney

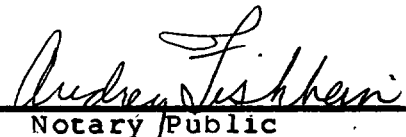
By Richard G. Clark
Associate General Counsel

ATTEST:

William H. Reed
Assistant Secretary

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On this 22nd day of October, 1990, before me personally appeared RICHARD G. CLARKE and PAUL A. CHEDDA , to me personally known, who, being by me duly sworn, say that they are Associate General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

AUDREY FISHBEIN
Notary Public, State of New York
No. 24-4956221
Qualified in Kings County
Certificate Filed in New York County
Commission Expires September 11, 1991